

automatically cease, Producer's action shall be considered a cancellation and Producer shall pay Cargill liquidated damages pursuant to the formula as set forth above in Section E (2).

F. Notices

All notices required to be given hereunder shall be in writing and shall be sent by postage prepaid, certified, or registered mail to the address below:

If to Producer:

[REDACTED]

If to Cargill:

PorkWorks  
Cargill, Incorporated  
409 Vandiver  
Building 6, Suite 203  
Columbia, MO 65202

G. Governing Law

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without giving effect to its conflicts of laws principles.

H. Arbitration

Any and all controversies, disputes and claims arising out of or relating to this Agreement shall be settled by arbitration in Minneapolis, Minnesota, or such other location as the parties may agree in writing. The arbitration shall be before a panel of three arbitrators, with each party to choose its own arbitrator, and the third being chosen by agreement between the two party-appointed arbitrators. In the event the two party-appointed arbitrators cannot agree on a third within 60 days of the appointment of the second arbitrator, then both parties shall apply to the American Arbitration Association ("AAA") for the appointment of the remaining arbitrator. Otherwise, any arbitration is to be conducted in accordance with the then existing general commercial arbitration rules of the AAA, and judgment upon the award of the arbitrators may be entered in any court having jurisdiction.

I. Incorporation by Reference. Exhibits A through D attached hereto are hereby incorporated by reference and made a part hereof.

J. Miscellaneous